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PAUL REICHE III and ROBERT FREDERICK FORD

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA, OAKLAND DIVISION

STARDOCK SYSTEMS, INC.,

Plaintiff,

v.

PAUL REICHE III and ROBERT
FREDERICK FORD,

Defendants.

PAUL REICHE III and ROBERT
FREDERICK FORD,

Counter-Claimants,

v.

STARDOCK SYSTEMS, INC.,

Counter-Defendant.

Case No. 4:17-CV-07025-SBA

**DEFENDANTS AND COUNTER-
CLAIMANTS PAUL REICHE III AND
ROBERT FREDERICK FORD'S
COUNTERCLAIM FOR:**

**1) COPYRIGHT INFRINGEMENT – 17
U.S.C. § 501**

**2) DECLARATORY JUDGMENT RE:
OWNERSHIP OF COPYRIGHTS**

**3) UNFAIR COMPETITION – LANHAM
ACT § 43(a) (15 U.S.C. § 1125(a))**

**4) COMMON LAW TRADEMARK
INFRINGEMENT AND UNFAIR
COMPETITION**

**5) UNFAIR COMPETITION (CAL. BUS.
& PROF. CODE § 17200 ET SEQ.)**

**6) CANCELLATION OF U.S.
TRADEMARK REGISTRATION NO.
2,046,036**

7) CONVERSION

DEMAND FOR JURY TRIAL

1 **COUNTERCLAIM**

2 Defendants and Counter-Claimants Paul Reiche III (“Reiche”) and Robert Frederick Ford
3 (“Ford”) (collectively, “Reiche and Ford”) hereby file the following Counterclaim against Plaintiff
4 and Counter-Defendant Stardock Systems, Inc. (“Stardock”) as follows:

5 **INTRODUCTION**

6 1. Reiche and Ford bring this Counterclaim to take back control over their rights to
7 the Star Control and Star Control II computer games, and to stop Stardock from infringing on their
8 copyrights to the games and engaging in other forms of unfair competition.

9 2. Reiche and Ford created and developed Star Control and Star Control II between
10 1988 and 1992. The games quickly acquired a cult status among computer game enthusiasts, and
11 ultimately grew to be regarded as some of the all-time classic and best computer games in history.
12 Reiche initially licensed the games to be published by a company called Accolade, Inc.
13 (“Accolade”), which later became Atari, Inc. (“Atari”), but the license agreement expired and all
14 rights to the games reverted back to Reiche in 2001. Reiche and Ford then released an open-
15 source version of Star Control II called The Ur-Quan Masters in 2002, which reinvigorated
16 interest in the game and introduced it to a new generation of gamers. Since that time, Reiche and
17 Ford have always planned to return to their Star Control universe and develop a sequel to The Ur-
18 Quan Masters, once they were ready to take a step back from their positions as directors of the
19 video game studio they founded nearly 30 years ago, Toys for Bob.

20 3. In 2013, Stardock purportedly acquired from Atari trademark rights to the Star
21 Control name and partial copyrights for an unsuccessful sequel that Accolade had published in
22 1996 called Star Control 3. Stardock then requested Reiche and Ford’s assistance in developing a
23 new Star Control game, and a license to use material from Star Control and Star Control II.
24 Reiche and Ford repeatedly declined both requests as they had their own plans.

25 4. Undeterred, and notwithstanding Stardock’s repeated prior admissions that Reiche
26 and Ford own all rights to Star Control and Star Control II, including The Ur-Quan Masters,
27 Stardock recently embarked on a series of unlawful actions in a transparent effort to steal these
28 rights from Reiche and Ford. Stardock now claims that it owns copyrights to all of the Star

1 Control games, and that Reiche and Ford did not create Star Control and Star Control II, both of
2 which are outright lies. Over the past 4-5 months, Reiche and Ford tried hard to resolve this
3 matter informally with Stardock. Unfortunately, Stardock's decision to file suit, while at the same
4 time expanding its infringement of Reiche and Ford's intellectual property rights, leaves them
5 with no choice but to seek relief through this action.

6 **PARTIES**

7 5. Counter-Claimant Paul Reiche III is an individual who resides in Novato,
8 California.

9 6. Counter-Claimant Robert Frederick Ford is an individual who resides in Novato,
10 California.

11 7. On information and belief, Counter-Defendant Stardock Systems, Inc. is a
12 Michigan corporation located in Plymouth, Michigan, but until recently and during most of the
13 events set forth herein, had a location in Sunnyvale, California.

14 **JURISDICTION AND VENUE**

15 8. This Court has related claim jurisdiction over this counterclaim under 28 U.S.C.
16 § 1367, and also has subject matter jurisdiction under 28 U.S.C. §§ 1331, 1338.

17 9. This Court has personal jurisdiction over Stardock because of its filing this action,
18 and because on information and belief, Stardock transacts substantial business in California and in
19 this District, and moreover: a) it purposefully directed its activities toward California and/or
20 availed itself of the benefits afforded by California's laws; b) the claims arise out of or relate to
21 Stardock's forum-related activities; and c) the exercise of jurisdiction comports with fair play and
22 substantial justice.

23 10. Venue is proper in this district under 28 U.S.C. § 1391 because a substantial part of
24 the events giving rise to the counterclaim occurred here.

25 **INTRADISTRICT ASSIGNMENT**

26 11. Assignment to this Division is proper because this action arises in Marin County in
27 that a substantial part of the events or omissions which give rise to the claims occurred in Marin
28 County.

1 **FACTUAL BACKGROUND**

2 ***Reiche and Ford's Creation and Development of Star Control and Star Control II***

3 12. In the Summer of 1988, Reiche created the concept for Star Control and made a
4 proposal to develop it to multiple video game publishing companies, including Accolade.

5 13. Effective October 7, 1988, Accolade and Reiche entered into a License Agreement,
6 attached hereto as **Exhibit 1** ("1988 License Agreement"), whereby Reiche (the "Developer")
7 agreed to develop Star Control and two other computer games and to grant Accolade (the
8 "Publisher") an exclusive license to publish such games for the Sales Term of the agreement, in
9 exchange for Accolade paying certain royalties and advances to Reiche. The "Sales Term" of the
10 1988 License Agreement would run as long as the licensed work generated royalties of at least
11 \$1,000 per year.

12 14. Paragraph 7.1 of the 1988 License Agreement provided that if Accolade became
13 bankrupt, then unless the bankruptcy was terminated within ninety (90) days, all rights to all Work
14 and Derivative Work would revert to Reiche. Paragraph 7.2 provided that all licenses granted
15 under the agreement would automatically be deemed assigned to Reiche concurrently with the
16 termination of the agreement, but that termination of the agreement would not affect Accolade's
17 obligation to pay royalties for sale of the Work or Derivative Works.

18 15. Paragraph 10.2 of the 1988 License Agreement provided that in the event of
19 termination of the agreement, each party would return all property including "plans, drawings,
20 specifications, papers, computer hardware or related equipment, documents, manuals, computer
21 programs, and other records, including all copies thereof, belonging to the other party"

22 16. Paragraph 11.4 of the 1988 License Agreement provided that "[Reiche] shall be the
23 owner of the copyright and all other proprietary rights in the Work" – the three computer software
24 programs – "and all Derivative Works by [Reiche]," and that "[Accolade] shall be the owner of
25 the copyright and all other proprietary rights in all Derivative Works by [Accolade] ... subject to
26 [Reiche]'s copyright in the Work and all Derivative Works by [Reiche] and the provisions of
27 Paragraph 7."
28

1 17. Paragraphs 11.4-11.5 of the 1988 License Agreement also provided that
2 “[Accolade] shall be the owner of the title, packaging concept and packaging design for the Work
3 and Derivative Works,” and that “[a]ny trademarks adopted and used by [Accolade] in the
4 marketing of the Work, Derivative Works ... are the sole property of [Accolade].”

5 18. Paragraph 12.1 of the 1988 License Agreement provided that it could not be
6 assigned by Accolade without Reiche’s consent, and that it was binding on any permitted
7 successors and assigns.

8 19. Paragraph 12.2 of the 1988 License Agreement provided that all disputes arising in
9 connection with the agreement would be resolved by arbitration by the International Chamber of
10 Commerce, and that the prevailing party in any such proceeding would be entitled to reasonable
11 attorneys’ fees and costs.

12 20. From around February 1989 through June 1990, Reiche and Ford created and
13 developed Star Control, and Accolade published the game around July 1, 1990.

14 21. From around the Summer of 1990 through late 1992, Reiche and Ford created and
15 developed Star Control II as the second game under the 1988 License Agreement, and Accolade
16 published the game around November 1, 1992.

17 22. Reiche and Ford were the primary authors of most of the creative materials
18 incorporated into both games, including, without limitation, the game design, narrative fiction, art,
19 sound effects, software code, and other materials. Others collaborated in varying ways and
20 degrees in the development of the games as more specifically described and credited in each
21 game’s respective game manual. However, Stardock’s new claim that in light of this
22 collaboration, Reiche and Ford did not create Star Control and Star Control II, is like saying that
23 George Lucas did not create Star Wars because he had help from other people in making the
24 movies.

25 23. On information and belief, as required by the 1988 License Agreement, Accolade
26 placed on each copy of Star Control the copyright notice “© 1990 Paul Reiche III & Fred Ford”
27 and on each copy of Star Control II the copyright notice “© 1992 Paul Reiche III & Fred Ford.”
28

1 24. Star Control and Star Control II were both successful in terms of sales, and
2 received substantial critical acclaim around the time of their release and in subsequent years. For
3 example, in 1996, *Computer Gaming World* ranked Star Control II as the 29th best game of all
4 time, and Star Control as the 127th best game of all time. More recently, in 2005, IGN named Star
5 Control II the 17th best game of all time. Reviewers praised the graphics, dialogue, and quality of
6 the gameplay, among other things. A few years ago, Star Control II emerged as the consistent
7 favorite in a crowd-sourced list of the best PC games of all time:

8 <https://kotaku.com/the-game-that-won-our-classic-pc-games-list-if-it-ha-1349952997>

9 25. Accolade ultimately decided not to move forward with the third game proposed by
10 Reiche and Ford to be developed under the 1988 License Agreement.

11 26. Effective November 19, 1993, Accolade and Reiche entered into Addendum No. 1
12 to the 1988 License Agreement, a copy of which is attached as **Exhibit 2**, in which they agreed
13 that the Product Development Term was over. Addendum No. 1 allowed Reiche to develop and a
14 company called Crystal Dynamics, Inc. to publish a 3DO version of Star Control II in exchange
15 for the payment of an advance and royalties to Accolade. The 3DO version of Star Control II was
16 released in the first half of 1994 with the copyright notice “© 1994 Fred Ford & Paul Reiche III.”

17 ***Star Control 3 and 4 and Expiration of the 1988 License Agreement***

18 27. Effective February 1, 1995, Accolade and Reiche entered into Addendum No. 2 to
19 the 1988 License Agreement, a copy of which is attached as **Exhibit 3**, to allow Accolade to
20 develop and publish “Star Control III” without Reiche but using “characters, names, likenesses,
21 characteristics, and other intellectual property rights pertaining to Star Control I and Star Control
22 II in which Reiche has an ownership interest” (hereinafter “Reiche’s Preexisting Characters”), in
23 exchange for the payment of an advance and royalties to Reiche. Star Control 3 was ultimately
24 developed by a company called Legend Entertainment, and published by Accolade on or about
25 August 31, 1996 with the notice “based upon characters created and used under license from Paul
26 Reiche III and Fred Ford.” Star Control 3 was not as successful, nor as well-received as Star
27 Control and Star Control II.

1 28. Star Control, Star Control II, and Star Control 3 are hereinafter collectively referred
2 to as the “Classic Star Control Games.”

3 29. In January 1997, Accolade met with Reiche and Ford to discuss future plans for the
4 Star Control franchise. Accolade offered to purchase all rights to Star Control, Star Control II, and
5 any other Star Control products from Reiche. Accolade admitted then that Reiche and Ford
6 created and owned Star Control, including “its themes, settings, plot lines, characters, its ‘essence’
7 as entity unique from any other science-fiction game,” and that Star Control 3 was created with
8 Reiche and Ford’s permission under agreements with Accolade. The parties continued to
9 negotiate but could not come to agreement on the purchase price or other terms at that time.

10 30. In November 1997, Accolade asked instead for a perpetual exclusive license to the
11 classic background material for Star Control and Star Control II for use in a new Star Control
12 game and potential future sequels. Accolade stated that “[c]urrently, Accolade owns the rights to
13 the title Star Control, and [Reiche and Ford] own the rights to the classic background material
14 created for Star Control and Star Control 2,” and that “[Accolade] would like to unify the Star
15 Control license” Reiche and Ford rejected the offer because they believed that over the long
16 haul: a) the Star Control universe was significantly more valuable; b) they would someday want
17 to explore those opportunities; and c) accepting Accolade’s proposal would mean losing this
18 chance forever. Accolade then asked Reiche and Ford to “identify the material that we should
19 steer clear of in our game so that we can avoid any conflict with your material.”

20 31. In December 1997, Accolade made another offer to Reiche and Ford and they were
21 ultimately able to agree on terms of a new license to Reiche and Ford’s material.

22 32. Effective April 1, 1998, Accolade and Reiche entered into Addendum No. 3 to the
23 1988 License Agreement, a copy of which is attached as **Exhibit 4**, to allow Accolade to develop
24 and publish new versions and sequels to the Classic Star Control Games using “all characters,
25 names, likenesses, characteristics, plot line, setting, source code, and any proprietary rights that
26 Reiche has in and to” the Classic Star Control Games, and any Derivative Works, in exchange for
27 the payment of an advance and royalties to Reiche.

28 33. Paragraph 1.5 of Addendum No. 3 stated that:

1 “Reiche Intellectual Property” means the copyright and other intellectual property
2 rights (excluding trademarks) owned by Reiche, as set forth in the Agreement and
3 Addenda Nos. 1 and 2 to the Agreement, in and to (a) Star Control I for PC, Amiga
4 and Sega, (b) Star Control II for PC and 3DO, (c) any accompanying
5 documentation, and (d) the Star Control II cluebook. The Reiche Intellectual
6 Property shall include proprietary rights in and to any source code, names (of
7 starships and alien races), characters, plot lines, setting, terminology unique to the
8 Star Control products, and music in and to (a) – (d) above.

9 34. Paragraph 4.1 of Addendum No. 3 provided that the term of the agreement was
10 three years, with an option to renew for another three years only if Accolade published a new Star
11 Control game in the meantime, and that upon expiration or termination, “all rights granted and
12 obligations imposed hereunder shall terminate and rights to the Reiche Intellectual Property
13 granted hereunder shall revert to Reiche.”

14 35. Paragraph 7 of Addendum No. 3 provided that if Accolade did not publish any new
15 versions or sequels to Star Control, then it would negotiate in good faith with Reiche a license to
16 any trademarks adopted and used to market the Classic Star Control Games.

17 36. On information and belief, on or around April 1, 1999, Accolade was acquired by
18 Infogrames.

19 37. Accolade never paid Reiche any advances or royalties under Addendum No. 3 after
20 the initial advance of \$10,000 in 1998 because it never released another Star Control game. On
21 information and belief, Accolade also paid no royalties to Reiche and Ford for sales of the Classic
22 Star Control Games after 2000 at the latest, indicating that it had stopped selling them. Thus, the
23 1988 License Agreement and Addenda Nos. 1-3 expired and terminated no later than April 1,
24 2001, either by virtue of expiration of the term set forth therein and/or Accolade’s failure to pay
25 royalties. Thus, all rights to Star Control, Star Control II, and Reiche’s Preexisting Characters
26 used in Star Control 3 reverted to Reiche on or about April 1, 2001.

27 ***Accolade’s Successors’ Abandonment and Fraudulent Renewal***
28 ***of the Registration for the Star Control Trademark***

38. In mid-2002, Accolade and Reiche and Ford negotiated regarding transfer of the
Star Control trademark rights, and Accolade indicated that it was no longer using the name and
had no plans to do so in the future. Nevertheless, the parties did not reach agreement on terms.

1 39. On November 25, 2002, Accolade assigned U.S. Trademark Registration No.
2 2,046,036 for STAR CONTROL to Infogrames, and on March 17, 2003, Infogrames filed with the
3 United States Patent and Trademark Office (“USPTO”) a Declaration of Use and Incontestability
4 attaching a picture of the Star Control II packaging from 1994 as the Specimen of Use. On
5 information and belief, this was a fraudulent statement to the USPTO because Accolade had not
6 sold any Star Control game, including the pictured version of Star Control II, since at least 2000
7 and perhaps even earlier, as evidenced by the lack of royalty payments to Reiche and Ford since
8 that time.

9 40. In or around May 2003, Infogrames was renamed Atari.

10 41. On September 18, 2007, Atari filed with the USPTO a Declaration of Use in
11 Commerce and Application for Renewal of Registration for the STAR CONTROL mark. On
12 information and belief, this was a fraudulent statement to the USPTO because Atari was not using
13 the STAR CONTROL mark in interstate commerce at that time, nor had it done so since at least
14 2000. Further, on information and belief, Atari did not use the STAR CONTROL mark through at
15 least early 2011.

16 ***Reiche and Ford’s Continued Development of the Star Control Universe***
17 ***Through The Ur-Quan Masters and Agreement with Atari to Resume Sales***
18 ***of the Classic Star Control Games***

19 42. On August 1, 2002, having regained all rights to their games, Reiche and Ford
20 released an open source edition of Star Control II derived from the 3DO version which was free to
21 use in a non-commercial context. As they could not reach agreement with Accolade to acquire or
22 use the Star Control trademark rights, they released the game under the name “The Ur-Quan
23 Masters,” which Accolade knew and did not object to. Reiche and Ford have used the mark THE
24 UR-QUAN MASTERS at least since then in connection with distributing the open source edition
25 of Star Control II.

26 43. Star Control, Star Control II, including The Ur-Quan Masters, and Reiche’s
27 Preexisting Characters used in Star Control 3 are hereinafter referred to as “Reiche and Ford’s Star
28 Control Games.”

1 44. Over the years since their various releases, Reiche, Ford, and Reiche and Ford's
2 Star Control Games themselves have acquired a valuable fame, reputation and goodwill among the
3 purchasing public.

4 45. In addition, Reiche and Ford own U.S. Copyright Registration No. PA 2-071-496
5 for the work titled "Star Control II," which covers all computer program code for that game
6 (hereinafter, "Reiche and Ford Registered Copyrights"). A copy of the registration certificate for
7 the Reiche and Ford Registered Copyrights is attached hereto as **Exhibit 6**.

8 46. In April 2006, Reiche and Ford spoke with Atari about potentially publishing Star
9 Control and Star Control II through an online video game service called Gametap, but failed to
10 agree on terms, and Reiche and Ford informed Atari that they did not wish to renew the expired
11 1988 License Agreement or go forward with any of the potential new deals discussed at that time.

12 47. On or about April 1, 2011, Reiche and Ford learned that a company called Good
13 Old Games was selling Star Control and Star Control II on its website, GOG.com (hereinafter
14 "GOG"), without Reiche and Ford's permission and in violation of their copyrights. On April 19,
15 2011, Reiche and Ford contacted GOG and informed it that GOG could not sell the games without
16 Reiche and Ford's consent. GOG responded that it was doing so pursuant to an agreement with
17 Atari. On information and belief, such agreement between GOG and Atari was called the "Digital
18 Distribution Agreement" and was dated March 10, 2010.

19 48. On April 22, 2011, Reiche and Ford notified Atari and GOG that Reiche and Ford
20 were the authors and owners of Star Control and Star Control II and had not given permission for
21 Atari to sell them. Reiche and Ford reminded Atari that while Accolade once held the publishing
22 rights, such rights had expired long ago and that any purported agreement by Atari concerning
23 Reiche and Ford's work violated their rights. However, Reiche and Ford invited further
24 discussion that might enable the continued publishing of their games by GOG.

25 49. On April 25, 2011, Atari responded that its counsel had checked and Reiche and
26 Ford were correct. Atari notified GOG to remove and take down the Star Control Games and to
27 remit all revenues from sales of the games to Reiche and Ford.

1 50. On April 29, 2011, Reiche and Ford again invited Atari to engage in further
2 discussion about how to continue distributing the Star Control Games, perhaps by splitting the
3 revenue and Atari's allowing the use of any Star Control trademarks. Atari agreed to discuss it
4 further.

5 51. On May 17, 2011, GOG informed Reiche and Ford that it had reached an
6 agreement with Atari, but were discussing whether to execute a three-party agreement or separate
7 agreements with Reiche and Ford and with Atari. On May 23, 2011, Atari advised Reiche and
8 Ford that it was amending its agreement with GOG such that Atari would get 25% of the net
9 revenue from sales of the Classic Star Control Games, while Reiche and Ford would get 25% of
10 the net revenue under a separate agreement with GOG.

11 52. On January 2, 2012 (with an effective date of April 1, 2011), GOG and Reiche and
12 Ford entered into the Digital Distribution Agreement to provide GOG with a non-exclusive license
13 to distribute the Classic Star Control Games in exchange for royalties of 25% of net revenue, a
14 copy of which is attached hereto as **Exhibit 7**. The agreement specifically noted that GOG would
15 obtain "the rights for the Products names and related trademarks ... from the respectful [*sic*] rights
16 holder."

17 ***Stardock Purportedly Buys Star Control Trademark and Star Control 3 Copyright***

18 53. On information and belief, in 2013 Atari filed for bankruptcy and put its assets up
19 for auction, including the "Star Control Franchise" consisting only of "Star Control 3." On
20 information and belief, Atari purportedly sold its "Star Control Assets" to Stardock under a
21 Purchase Agreement dated July 18, 2013. The Purchase Agreement defined the Purchased Assets
22 as including the Intellectual Property identified on Schedule 1.01(a), the contracts listed on
23 Schedule 2.01(b), and certain causes of action related to the Intellectual Property. Any other
24 assets and properties of Atari were excluded from the Purchased Assets.

25 54. The Purchase Agreement filed with and approved by the bankruptcy court, a copy
26 of which is attached hereto as **Exhibit 5**, did not include any Schedule 1.01(a) or Schedule
27 2.01(b), and thus did not transfer any intellectual property or contract rights to Stardock.

28

1 55. Stardock has submitted with its Complaint purported schedules of the Intellectual
2 Property encompassed in the Purchased Assets, which list the following intellectual property
3 purportedly transferred from Atari to Stardock: a) U.S. Trademark Registration No. 2,046,036 for
4 the STAR CONTROL mark; and b) U.S. Copyright Registration No. PA 799-000 for Star
5 Control 3.

6 56. Stardock separately sent Reiche and Ford a purported schedule of the contracts
7 encompassed in the Purchased Assets, a copy of which is attached as **Exhibit 8**, which lists:

- 8 • Atari's Digital Distribution Agreement with GOG Limited (Good Old Games),
9 dated 3/1/2010, purportedly only for Star Control 3; and
- 10 • Accolade's License Agreement with Reiche, dated 10/7/1988, only as to Star
11 Control 3.

12 57. Even if these schedules are authentic, Atari did not purport to sell, nor did it even
13 own or have the right to sell, any rights to Reiche and Ford's Star Control Games to Stardock,
14 including Reiche's Preexisting Characters used in Star Control 3. Moreover, the 1988 License
15 Agreement and Addendum No. 2 relating to Star Control 3 had terminated and expired over a
16 decade earlier. Even if it could have been assigned, Reiche never consented to it as required by
17 Paragraph 12.1 of the 1988 License Agreement.

18 ***Reiche and Ford Repeatedly Reject Stardock's Requests to License Reiche***
19 ***and Ford's Star Control Games for Use in Stardock's New Game***

20 58. On July 22, 2013, Stardock's CEO, Brad Wardell, introduced himself to Reiche via
21 email and said he had acquired Atari's rights to Star Control, and wanted to create a new Star
22 Control game existing "within the 'universe' that [Reiche and Ford] created." Wardell asked to
23 use Reiche and Ford's game lore and universe in exchange for a license agreement with royalties.
24 He also asked if Reiche and Ford would be interested and able to help with the new game.

25 59. On July 23, 2013, Reiche responded that he and Ford: a) would consider the
26 request; b) stated that they personally own the copyrights to Reiche and Ford's Star Control
27 Games; and c) noted their and Atari's recent agreements with GOG to distribute the games.
28 Wardell responded "[t]hat is my reading of the agreement too."

1 60. On July 24, 2013, Stardock announced its acquisition and plan to release a new
2 game inspired by Star Control II but that it would not be a sequel to the Classic Star Control
3 Games. Wardell admitted that “Atari doesn’t actually own the copyright on Star Control 1/2 so
4 it’s not like one could make a Star Control 2 HD or what have you without a license from Paul
5 Reiche.”

6 61. On July 30, 2013, Wardell asked again for Reiche and Ford to be involved in
7 developing his new game, and to license “the Star Control 1/2 universe (aliens, lore, etc.)” from
8 Reiche and Ford.

9 62. On August 6, 2013, Wardell asked again if Reiche and Ford could collaborate on a
10 new Star Control, and they responded the next day that they probably could not. Wardell then
11 asked again “would you be interested in pursuing a licensing agreement for use of the Star Control
12 1/2 lore?” He explained that “[w]e’d really like to set the new Star Control game with the aliens
13 and lore that you previously created.”

14 63. On August 14, 2013, Wardell asked again “would you be interested in setting up a
15 licensing agreement to use your existing Star Control 1/2 lore and aliens?”

16 64. On September 16, 2013, Reiche and Ford responded that they would not participate
17 in his new game because, among other things:

18 Fred and I are just not comfortable handing over our world to be developed by
19 others. We’ve been discussing this for almost 20 years and we’ve always regarded
20 a return to Star Control as our dream project – something we’d work on as soon as
21 we found the opportunity. I know this will be a disappointment for you and your
22 team, but Fred and I still have a Star Control plan and we’re not ready to give it up
23 yet. Thanks so much for your interest in and appreciation of our work.

24 65. Later that day, Wardell acknowledged their response, and over the next six weeks,
25 tried instead to sell Reiche and Ford “the Star Control IP” that he thought he had acquired from
26 Atari.

27 66. On October 29, 2013, Reiche and Ford responded that “we aren’t interested in the
28 Star Control assets you purchased from Atari. Thanks for the offer though.”

 67. In summation, Reiche and Ford rejected Stardock’s requests to: a) collaborate on a
new Star Control game; b) license Reiche and Ford’s Star Control Games or any portion thereof

1 for use in such a new game; and/or c) sell them the Star Control IP purportedly purchased from
2 Atari.

3 ***Stardock Begins Making False Statements About Reiche and Ford's Involvement***
4 ***in Its New Game, and Asks Reiche and Ford Again Repeatedly to License***
5 ***Their Star Control Games, Which They Refuse***

6 68. Notwithstanding the above, on January 3, 2014 Wardell gave an interview in which
7 he made a series of false or misleading statements about connections between Stardock and Reiche
8 and Ford. For example, Wardell falsely stated that he had “talked to [Reiche and Ford] quite a bit”
9 and would “be talking to Paul and Fred as we go forward” about Stardock’s new game, when in
10 fact they had never spoken and Reiche and Ford had wholly declined to work with Stardock on the
11 game. Wardell misleadingly suggested that Reiche and Ford simply could not be “officially”
12 involved because of their existing jobs, when in fact they actually declined any involvement
13 because they did not want Stardock or anyone else to further develop their world, and they had
14 always planned to work on it themselves in the future. Wardell claimed that the new Star Control
15 game would be on a new continuity and be a prequel to Star Control II to allow Reiche and Ford
16 to continue the main Star Control plot in the future. However, he also admitted that the new game
17 would include one or more of the ships from Reiche and Ford’s Star Control Games, as well as the
18 multiplayer ship-to-ship combat feature called “Super Melee” from Star Control II. He also
19 indicated that the Classic Star Control Games would remain on sale at GOG.com.

20 69. Later on January 3, 2014, Wardell emailed Reiche and Ford to clarify that “the new
21 Star Control will not make use of the lore/history/aliens of Star Control 1/2 without your express
22 consent.” However, he asked whether they might be willing to allow certain characters from
23 Reiche and Ford’s Star Control Games to appear in the new game, and offered to pay royalties for
24 licensing their IP from the Classic Star Control Games. Wardell sent another email later that day
25 reiterating that “the new Star Control game will not be making use of any of the Star Control 1/2
26 IP (which in this case means alien names, alien designs, lore, art, music, ship designs) without
27 your express permission”
28

1 70. On or about March 4, 2015, Reiche and Ford briefly met Wardell and Derek Paxton
2 from Stardock for the first and only time at the annual Game Developers Conference in San
3 Francisco, California. Wardell again asked Reiche and Ford to work on Stardock's new Star
4 Control game, and they once again said no.

5 71. On September 24, 2015, Wardell emailed Reiche and Ford and again reiterated that
6 "the new Star Control won't be making use of the lore or aliens from your universe. We've made
7 sure to post this publicly repeatedly so that there is a written public record that Stardock has zero
8 rights to the classic Star Control 2 lore (aliens, ships, story, etc.). The new game will be a reboot
9 with its own continuity." However, he once again asked if Stardock could have certain characters
10 from Reiche and Ford's Star Control Games appear in the new game.

11 72. On October 1, 2015, Reiche and Ford responded once again that they would not
12 participate in Stardock's new game, nor would they license the use of certain characters nor "any
13 other classic Star Control elements," because "Fred and I want to keep our copywritten material
14 from Star Control exclusive to our own future project." Wardell acknowledged that this was
15 "[t]otally understandable."

16 73. On November 20, 2015, Wardell again reiterated that "[w]e have been making it
17 very clear that you and Fred personally own the rights to the Star Control classic aliens and lore
18 and that the new game won't be including them."

19 74. On December 3, 2015, Wardell emailed Reiche and Ford and asked if they would
20 be interested in licensing the alien races from Reiche and Ford's Star Control Games for another
21 Stardock game called Galactic Civilizations III. Reiche and Ford later learned that Wardell had
22 already "borrowed" heavily from Star Control II for the Galactic Civilizations game. Wardell
23 previously described the back story for Galactic Civilizations as follows:

24 I must admit, I borrowed some concepts from Star Control 2. The Precursors were
25 not lifted from Babylon 5 or Stargate or whatever. They were inspired from Star
26 Control 2. I always dreamed that there'd be a SC3 that would expand on who these
Precursors and the extra-dimensional beings. I have no idea what they had in mind
but I thought it was a very cool concept.

27 He elsewhere admitted that "using the in-game custom race creator, I have also made the Ur-Quan
28 (from Star Control)"

1 75. On October 12, 2016, Wardell informed Reiche and Ford that the new game would
2 be called “Star Control: Origins” to avoid any implication that it is a reboot or replacement for the
3 Classic Star Control Games. He again asked to work with Reiche and Ford in the future on “the
4 Ur-Quan universe” covering Star Control and Star Control II, and asked “to release an update to
5 Star Control 1/2 under the existing agreement (50/50) split if we can get your permission for the
6 25th anniversary.”

7 76. On July 28, 2017, Wardell asked Reiche and Ford if, in light of the upcoming 25th
8 anniversary of Star Control II, they would do “an interview regarding your work on Star Control
9 1/2, the Ur-Quan Masters, past, present and future of your universe.” Wardell noted that Star
10 Control: Origins included the Super Melee feature from Star Control II, and a ship designer that
11 would enable players to construct ships from Reiche and Ford’s Star Control Games, among other
12 things. In fact, Wardell revealed previously that a ship from Reiche and Ford’s Star Control
13 Games, the Earthling Cruiser, had already been constructed within Galactic Civilizations III.
14 Reiche and Ford later learned that many ships and alien races from Reiche and Ford’s Star Control
15 Games appeared in Galactic Civilizations.

16 77. On August 1, 2017, Reiche and Ford responded that they were saving their energy
17 for their own anniversary plans, which they were not yet ready to talk about.

18 78. On September 15, 2017, Wardell emailed Reiche and Ford again that “the Star
19 Control alien IP and such belongs to you personally” and asking if Stardock could “license the
20 Star Control 2 Super Melee ships for the new Super Melee in exchange for a small royalty on
21 every copy of the new Star Control.”

22 79. On September 29, 2017, Wardell emailed Reiche and Ford that Stardock planned to
23 release “the Super Melee beta” in October and asking if they objected to inclusion of the ships
24 from Star Control 1 and 2.

25 80. On October 4, 2017, Reiche and Ford responded that they planned to work on “a
26 sequel to Star Control 2 as a passion project,” and that “[w]e will be needing and using all our IP
27 in this endeavor and do not want to confuse our product with yours by licensing bits of it out (e.g.
28 the ships from Star Control 1 and 2).”

1 81. Wardell responded later that day and claimed for the first time that Stardock
2 already had a license to use Reiche and Ford's IP under the 1988 License Agreement, even though
3 that agreement had terminated and expired in 2001.

4 82. On October 6, 2017, Reiche and Ford reiterated their "plans to release a sequel to
5 Star Control II - The Ur-Quan Masters," and that:

6 As we've said to you several times over the past years, we do not want Stardock to
7 use any of our IP, and that remains our position today. ... Despite your suggestion
8 below, you do not have a license to use our IP. All rights to our work reverted to us
9 long ago. You (and Atari) previously acknowledged same. Further, time and again
you have asked for a new license, notwithstanding our consistent rejections.
Kindly do not use our IP in your game. If already added, please remove it before
release.

10 83. On October 6, 2017, Wardell responded admitting that "there is no disagreement
11 that you own the IP," and that "[y]ou have always owned the IP and that continues to be our
12 position." However, he argued that Stardock had publishing rights and licenses to the IP under the
13 1988 License Agreement. He also claimed that "[a]s you have previously requested, we are not
14 using your IP in [Star Control: Origins]."

15 84. Later that day, Wardell sent another email claiming that the 1988 License
16 Agreement was still in effect because Stardock and Atari before them had been selling the
17 products and paying royalties for many years. In fact, as noted above, neither Accolade nor Atari
18 had sold the games or paid any royalties from about 2001-2011, so the 1988 License Agreement
19 expired in 2001. The Classic Star Control Games were only sold after 2011 pursuant to new
20 agreements between Reiche and Ford and GOG, and between Atari and GOG. Wardell admitted
21 again that "Stardock does not contest your ownership of the underlying IP. I have stated on
22 numerous occasions publicly that the Ur-Quan universe is owned by Paul Reiche and Fred Ford."

23 85. On October 7, 2017, Reiche and Ford responded and pointed out that they had
24 received no royalties for many years and therefore the 1988 License Agreement had expired.
25 They also notified Wardell that his planned use of "Super Melee" from Star Control II in Star
26 Control: Origins was not authorized and asked that it not be used.

27 86. Wardell responded later that day rejecting their requests and threatening litigation.
28

1 87. On October 9, 2017, Reiche and Ford finally announced their long-awaited plans to
2 create and develop a new game that would be a sequel to The Ur-Quan Masters to be called
3 “Ghosts of the Precursors.”

4 ***Stardock’s Copyright and Trademark Infringement and Other Unfair Competition***

5 88. Seemingly in response to Reiche and Ford’s announcement and refusal to license
6 their Star Control Games, in October 2017, Reiche and Ford learned that Stardock had begun
7 selling the Classic Star Control Games through Steam, a digital distribution platform, without
8 Reiche and Ford’s permission and in violation of their copyrights. Stardock also began
9 improperly using Reiche and Ford’s THE UR-QUAN MASTERS mark on Stardock’s website in
10 marketing the Classic Star Control Games. A screenshot of Stardock’s website with links to buy
11 these games through Steam, and showing an example of Stardock’s use of THE UR-QUAN
12 MASTERS mark is below:



26 89. In December 2017, Reiche and Ford sent Steam a notice of infringement and
27 request to remove the Classic Star Control Games, but Stardock sent Steam a counter-notice, and
28 Stardock and Steam have continued selling the games unabated.

1 90. In light of Stardock's infringement and apparent abandonment of the revenue split
2 that had been agreed-upon with Atari in 2011, Reiche and Ford terminated their agreement with
3 GOG in or around November 2017 and, at GOG's request, sent it a notice of infringement and
4 request to remove the Classic Star Control Games, which it complied with on or about
5 December 6, 2017. But again, Stardock sent GOG a counter-notice and, as a result, GOG has
6 resumed selling the Classic Star Control Games.

7 91. Stardock has also done everything possible to create connections in the minds of
8 the public between itself and Star Control: Origins, on the one hand, and Reiche and Ford and
9 their Star Control Games, on the other hand. For example, on or about October 19, 2017, Wardell
10 gave another interview in which he falsely stated that he had been talking with Reiche and Ford
11 frequently about Star Control: Origins, when in fact they had only spoken once briefly at the
12 Game Developers Conference as described above, and Reiche and Ford had repeatedly declined
13 any involvement with Star Control: Origins. Wardell also provided the following graphic that
14 misleadingly suggested that Reiche and Ford and their Star Control Games and future sequel were
15 connected to Stardock's new game, identified here as "Scryve Universe (SCO)":



92. That same day, Stardock began offering pre-orders of Star Control: Origins bundled with “Star Control: The Ur-Quan Masters (Star Control & Star Control II)” as shown here:

The screenshot shows the Stardock website's pre-order page for Star Control: Origins. The header includes the Stardock logo and navigation links for Software, Games, Community, Forums, Events, Metaverse, and Wikis. The main banner features the game title 'STAR CONTROL' in large white letters, with 'ORIGINS' in a smaller font below it. A navigation bar below the banner contains links for HOME, GAMES, MEDIA, RANKINGS, FORUM, and BUY. The main content area is divided into two columns. The left column features a large video player for the 'STAR CONTROL: ORIGINS - Pre-Order Trailer & Beta Demo' with a play button and the text 'ALPHA TRAILER'. Below the video player are two product cards. The first card is for the 'Star Control Bundle' priced at \$26.99 (down from \$49.99), which includes a Star Control: Origins key, access to the Super Melee beta, and the Star Control: The Ur-Quan Masters (Star Control & Star Control II) and Star Control: Kessari Quadrant (Star Control 3). The second card is for 'Star Control: Origins' priced at \$22.49 (down from \$44.99), which includes a Star Control: Origins key and access to the Super Melee beta. Both cards have a 'GET IT NOW' button and a link to 'Also available on GOG or Steam'. The right column contains a 'Newsletters' section with a 'SUBSCRIBE NOW' button, a 'Stay Connected' section with social media links, an 'Active Discussions' section with a list of topics, a 'Featured Event' section with a video thumbnail, a 'New Events' section with a list of events, and a 'Categories' section with a list of categories. At the bottom of the page, there is a Windows taskbar with various application icons.

STAR CONTROL: ORIGINS PRE-ORDERS BEGIN TODAY

Published on Thursday, October 19, 2017 By Island Dog in Star Control News

Explore the Galaxy. Investigate New Worlds. Squish Some Hostile Aliens.
Pre-Order Star Control: Origins Today for a Limited Time Discount!

Star Control: Origins - Pre-Order Trailer & Beta Demo

ALPHA TRAILER

Star Control Bundle - \$26.99* (down from \$49.99)
(Includes a Star Control: Origins key, access to the Super Melee beta will be in late 2017), Star Control: The Ur-Quan Masters (Star Control & Star Control II), Star Control: Kessari Quadrant (Star Control 3)

GET IT NOW

Also available on [GOG](#) or [Steam](#)

Star Control: Origins - \$22.49* (down from \$44.99)
(Includes a Star Control: Origins key, Access to the Super Melee beta will be in late 2017)

GET IT NOW

Also available on [GOG](#) or [Steam](#)

About Star Control: Origins
You are the captain of Earth's brand new, state-of-the-art ship, *The Vindicator*. Your mission is to gather together allies to fight an ancient alien menace that threatens to annihilate the human race. ...No pressure, right?

After two decades of waiting, a new Star Control game is finally coming! Set as a prequel before the original series, Star Control: Origins asks you to save the Earth itself while unraveling the mysteries of the multiverse.

Features

- **Interact** with aliens, both malicious and absurd.
- **Explore** a living universe that frankly can't believe you're flying around in that...thing.
- **Travel** across exotic and amazing worlds searching for relics, Precursor artifacts, and treasures.
- **Navigate** through thousands of planets in a universe that has a deep history spanning back hundreds of thousands of years.
- **Design** your own ships or download them from Steam to build fleets and take them into combat in Super Melee!
- **Engage** directly with the development team, post your ideas, and be a part of something amazing!

If you love Star Control (or you're just getting into it and want to experience the whole story), you'll want to get our [special bundled pre-order](#). You'll have access to the games as they were originally released and can play them while you wait for Star Control: Origins to release!

Star Control Bundle - \$26.99* (down from \$49.99)
(Includes a Star Control: Origins key (access to the Super Melee beta will be in late 2017), Star Control: The Ur-Quan Masters (Star Control & Star Control II), Star Control: Kessari Quadrant (Star Control 3)

GET IT NOW

Also available on [GOG](#) or [Steam](#)

Star Control: Origins - \$22.49* (down from \$44.99)
(Includes a Star Control: Origins key, Access to the Super Melee beta will be in late 2017)

GET IT NOW

Also available on [GOG](#) or [Steam](#)

*Take advantage of the Stardock Community Discount and save an additional 10% when you buy direct. Keys will not work until the

Newsletters
Sign up to receive Stardock's latest news, release information and special offers.
SUBSCRIBE NOW

Stay Connected
[Twitter](#) [Facebook](#) [YouTube](#) [Instagram](#) [Twitch](#) [Reddit](#) [RSS](#)

Active Discussions

- ▶ News!
- ▶ What Do You Do In Your "Spore" Time?
- ▶ Star Control: October 2017 update
- ▶ Ghosts of the Precursors
- ▶ STD

Featured Event

Stardock CEO talks Star Control: Origins with Ars Technica

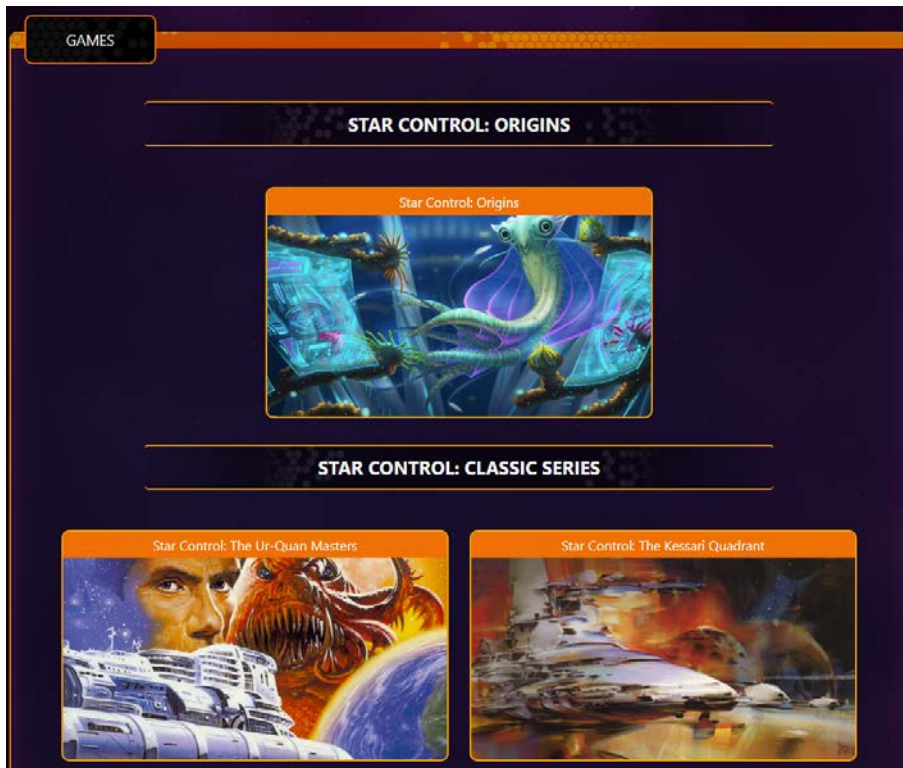
New Events

- ▶ Destruction! It's a good time to be a fan of Star Control
- ▶ Stardock CEO talks Star Control: Origins with Ars Technica
- ▶ Star Control: Origins Interview with Brad Wardell
- ▶ [a]llistdaily Interview with Brad Wardell on Star Control: Origins

Categories

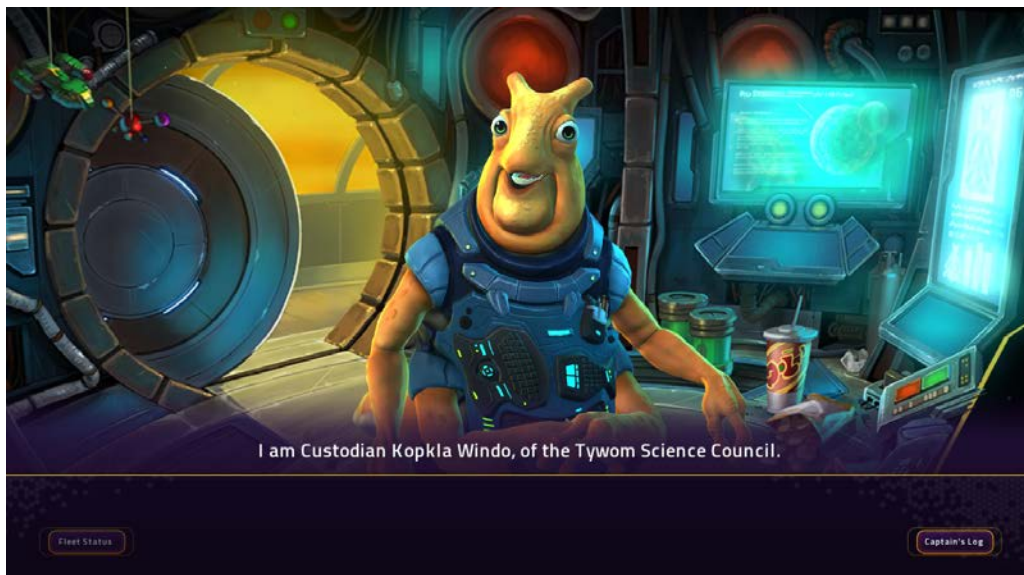
- ▶ Founders Starbase
- ▶ Star Control Classic
- ▶ Star Control Fan Art
- ▶ Star Control Journals
- ▶ Star Control News

93. Stardock also set up a website showing all the games together:



94. In November 2017, Stardock released a beta version of Star Control: Origins, including content from Reiche and Ford's Star Control Games without their permission and in violation of their copyrights.

95. For example, on information and belief, Star Control: Origins includes one or more ships from Reiche and Ford's Star Control Games as shown in this screenshot:



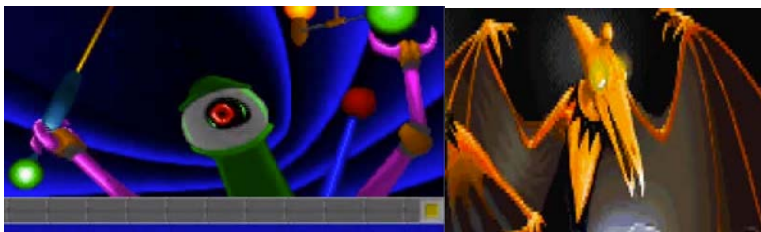
1 96. Star Control: Origins also includes a ship-creator tool that allows players to easily
2 recreate ships from Reiche and Ford's Star Control Games and then share them with all other
3 players, as Wardell and Stardock had previously done in its other game Galactic Civilizations. In
4 fact, Wardell has indicated that the next version of Star Control: Origins will include the ability to
5 create stars, planets, alien races, narratives, and gameplay scenario missions, and on information
6 and belief, this will include the ability to easily create all of the content from Reiche and Ford's
7 Star Control Games, and then share it with all other players, again, as Stardock had previously
8 done in Galactic Civilizations.

9 97. Star Control: Origins also refers to the police force as "Star Control," which is part
10 of the lore from Reiche and Ford's Star Control Games, and repeatedly refers to the Precursors,
11 who are characters referenced in Reiche and Ford's Star Control Games.

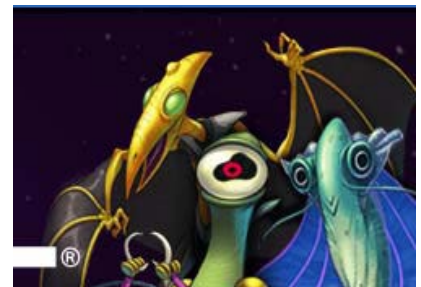
12 98. In addition to infringement in the game itself, Stardock has also extensively used
13 material from Reiche and Ford's Star Control Games on Stardock's website and in marketing both
14 the Classic Star Control Games and Star Control: Origins.

15 99. For example, Stardock has copied alien races from Reiche and Ford's Star Control
16 Games for promotional use on its website, despite Reiche and Ford's repeated refusals to license
17 such characters to Stardock, *e.g.*:

18 **Yehat & Spathi in Reiche and Ford's Star Control Games**



Yehat and Spathi on Stardock's Website



23 **Orz in Reiche and Ford's Star Control Games**



Orz on Stardock's Website



1 100. The parties engaged in extensive settlement discussions from October-December
2 2017, but Stardock ultimately broke off negotiations and filed suit against Reiche and Ford in
3 mid-December, claiming for the first time that it owns copyrights to all of the Classic Star Control
4 Games, not just Star Control 3, and that Accolade and not Reiche and Ford created Star Control
5 and Star Control II, among other things.

6 **FIRST CAUSE OF ACTION**

7 **(Copyright Infringement – 17 U.S.C. § 501)**

8 101. Reiche and Ford reallege and incorporate herein by reference their responses to
9 paragraphs 1 through 100 above as if set forth in full.

10 102. Reiche and Ford are the owners of all copyrights to Reiche and Ford's Star Control
11 Games, and particularly the Reiche and Ford Registered Copyrights.

12 103. Without Reiche and Ford's permission, Stardock has reproduced, copied,
13 distributed, sold, displayed, and/or created derivative works from the Reiche and Ford Registered
14 Copyrights.

15 104. Stardock's actions violate Reiche and Ford's exclusive rights to reproduce,
16 distribute, display, and create derivative works from the Reiche and Ford Registered Copyrights,
17 and constitute infringement under 17 U.S.C. § 501.

18 105. Stardock's actions have caused Reiche and Ford injury, and such conduct has been
19 willful and malicious and without excuse or justification for which Reiche and Ford are entitled to
20 recover their damages and Stardock's profits or, in the alternative, statutory damages, as well as
21 their attorneys' fees and costs, under 17 U.S.C. § 504.

22 106. In addition, Stardock's actions described above have caused, and unless enjoined
23 will continue to cause, irreparable harm to Reiche and Ford for which they have no adequate
24 remedy at law. Accordingly, Reiche and Ford are entitled to preliminary and permanent
25 injunctions preventing and restraining Stardock's infringing conduct as to Reiche and Ford's Star
26 Control Games, including, but not limited to, the Reiche and Ford Registered Copyrights pursuant
27 to 17 U.S.C. § 502.

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1 115. Stardock's wrongful conduct is and has been willful and malicious and without
2 excuse or justification. Reiche and Ford are, therefore, entitled to recover three times their
3 damages, Stardock's profits, as well as their attorneys' fees and costs, pursuant to 15 U.S.C.
4 § 1117.

5 116. The injury to Reiche and Ford is and continues to be ongoing and irreparable. An
6 award of monetary damages alone cannot fully compensate Reiche and Ford for their injuries and
7 they lack an adequate remedy at law. Accordingly, Reiche and Ford are entitled to preliminary
8 and permanent injunctions preventing and restraining Stardock from further violating § 43(a) of
9 the Lanham Act, pursuant to 15 U.S.C. § 1116.

10 **FOURTH CAUSE OF ACTION**

11 **(Common Law Trademark Infringement and Unfair Competition)**

12 117. Reiche and Ford reallege and incorporate herein by reference their responses to
13 paragraphs 1 through 116 above as if set forth in full.

14 118. Stardock has violated Reiche and Ford's exclusive common law rights in the mark
15 THE UR-QUAN MASTERS.

16 119. Reiche and Ford have continuously used the mark THE UR-QUAN MASTERS in
17 connection with offering their goods and services in California and elsewhere since at least 2002.
18 As such, Reiche and Ford have garnered common law rights in the mark.

19 120. Stardock's unauthorized activities described herein, particularly its use of the mark
20 THE UR-QUAN MASTERS in connection with Stardock's goods and services, are likely to cause
21 confusion and mistake in the minds of the public as to the connection to, association with, and/or
22 sponsorship by Reiche and Ford's goods and services, and therefore constitute trademark
23 infringement and unfair competition under common law.

24 121. Stardock's activities described herein were and are willful and intentional acts of
25 trademark infringement.

26 122. As a direct and proximate result, Reiche and Ford have suffered injury and harm,
27 including damages.

123. Stardock's activities have caused, and if not enjoined will continue to cause, irreparable harm and damage to Reiche and Ford's trademark rights, and they have no adequate remedy at law.

124. Stardock has engaged in its unlawful conduct alleged herein intentionally, maliciously, fraudulently and oppressively, entitling Reiche and Ford to punitive and exemplary damages.

FIFTH CAUSE OF ACTION

(Unfair Competition (Cal. Bus. & Prof. Code § 17200 *et seq.*))

125. Reiche and Ford reallege and incorporate herein by reference their responses to paragraphs 1 through 124 above as if set forth in full.

126. Stardock's actions complained of herein are unlawful and/or fraudulent business acts or practices, constituting unfair competition in violation of California Business and Professions Code § 17200 *et seq.*

127. As a direct, proximate, and foreseeable result of Stardock's wrongful conduct as alleged above, Reiche and Ford have suffered injury and are entitled to relief, including disgorgement of all revenues, earnings, profits, compensation, and benefits obtained by Stardock as a result of its unlawful and/or fraudulent business acts or practices.

128. Stardock's unlawful and/or fraudulent business acts or practices described above are a serious and continuing threat to Reiche and Ford, and if Stardock is allowed to continue its wrongful conduct, Reiche and Ford will suffer further immediate and irreparable injury, loss, and damage. In the absence of preliminary and permanent injunctions, Stardock will continue to engage in the wrongful conduct described above.

SIXTH CAUSE OF ACTION

(Cancellation of U.S. Trademark Registration No. 2,046,036)

129. Reiche and Ford reallege and incorporate herein by reference their responses to paragraphs 1 through 128 above as if set forth in full.

130. U.S. Trademark Registration No. 2,046,036 was improperly renewed and should be cancelled because it was abandoned and/or was obtained fraudulently as set forth above, pursuant to 35 U.S.C. § 1119.

SEVENTH CAUSE OF ACTION

(Conversion)

131. Reiche and Ford reallege and incorporate herein by reference their responses to paragraphs 1 through 130 above as if set forth in full.

132. Reiche and Ford own and have a right to possess all “plans, drawings, specifications, papers, computer hardware or related equipment, documents, manuals, computer programs, and other records, including all copies thereof” that they developed for Star Control and Star Control II, including, but not limited to, any such property that Atari sent to Stardock as part of the aforementioned bankruptcy proceedings.

133. On information and belief, Stardock has intentionally and substantially interfered with Reiche and Ford's aforementioned property by taking possession of it, including, but not limited to, the gold masters and source code for Reiche and Ford's Star Control Games, and preventing Reiche and Ford from having access to them.

134. Reiche and Ford did not consent to these actions by Stardock.

135. Reiche and Ford have been harmed as a result of Stardock's actions, and Stardock's actions were a substantial factor in causing Reiche and Ford's harm.

PRAAYER FOR RELIEF

WHEREFORE, Reiche and Ford pray for judgment against Stardock on all causes of action and for the following relief:

a. For preliminary and permanent injunctions enjoining Stardock from infringing on Reiche and Ford's copyrights to the Reiche and Ford Registered Copyrights and Reiche and Ford's Star Control Games, including, but not limited to, ceasing all distribution and sales of Star Control, Star Control II, and Star Control 3, and all use of any creative material from Reiche and Ford's Star Control Games in Star Control: Origins;

- 1 b. For a declaratory judgment that Reiche and Ford are the owners of the copyrights
2 to Reiche and Ford's Star Control Games, namely Star Control, Star Control II,
3 including The Ur-Quan Masters, and Reiche's Preexisting Characters used in Star
4 Control 3;
- 5 c. For preliminary and permanent injunctions enjoining Stardock from using the mark
6 THE UR-QUAN MASTERS in connection with its goods and services, and from
7 making any further statements implying that Reiche and Ford have or had any
8 involvement or association or relationship with or connection to Stardock or its
9 goods and services, and/or implying that there is any connection or relationship
10 between Reiche and Ford's Star Control Games and Star Control: Origins;
- 11 d. For an order to the USPTO to cancel U.S. Trademark Registration No. 2,046,036;
- 12 e. For an injunction compelling Stardock to return the gold masters and source code
13 to Reiche and Ford, as well as any other property that they developed for Star
14 Control and Star Control II;
- 15 f. For an accounting and award of Stardock's profits and disgorgement of Stardock's
16 revenues, earnings, profits, compensation, and benefits obtained by its infringement
17 and/or unlawful and/or fraudulent business acts or practices;
- 18 g. For Reiche's and Ford's damages according to proof, trebled for Stardock's
19 violations of Section 43 of the Lanham Act;
- 20 h. In the alternative, for Stardock's copyright infringement, statutory damages;
- 21 i. For exemplary and punitive damages;
- 22 j. For attorneys' fees;
- 23 k. For costs of suit herein incurred;
- 24 l. For post-judgment interest as ordered by the Court;
- 25 m. For any other remedies to which Reiche and Ford may be entitled under federal or
26 state law; and
- 27 n. For any other and further relief the court may deem proper.
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JURY DEMAND

Reiche and Ford demand a trial by jury on all issues so triable.

DATED: February 22, 2018

BARTKO ZANKEL BUNZEL & MILLER
A Professional Law Corporation

By: /s/ Stephen C. Steinberg
Stephen C. Steinberg
Attorneys for Defendants and Counter-Claimants
PAUL REICHE III and ROBERT FREDERICK
FORD